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Docket No. 060021-376302

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Ann Pommier

Serial No. 10/647,411

Filed: August 25, 2003

Title: CONTEXT SENSITIVE
ADVERTISEMENT DELIVERY
FRAMEWORK

Applicant: Michel K. Bowman-Amuah

Group Art Unit No.: Not assigned

Examiner: Not assigned

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mail Stop Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PETITION UNDER 37 C.F.R. § 1.47

The sole inventor to the above-referenced patent application has refused to sign the declaration and assignment. Therefore, this is a petition to accept a declaration pursuant to 37 C.F.R. § 1.47(b).

1. Requirement under MPEP 409.03(b)

No inventor (in this case, the sole inventor) is available, therefore the corporate person with proprietary interest is Accenture Global Services GmbH. Accenture Global Services GmbH has made:

- (1) a declaration on behalf of and agent for the inventor, Michel K. Bowman-Amuah, who cannot be reached after diligent effort;
- (2) an assignment on behalf of and agent for the inventor, Michel K. Bowman-Amuah, who cannot be reached after diligent effort; and

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- (3) an affidavit by Wayne Sobon providing proof of proprietary interest in the invention.

2. Requirement under MPEP 409.03(d)

The sole inventor, Mr. Michel Bowman-Amuah has refused to participate further in the prosecution of this application. Mr. W. Glenn Edwards (Reg. #44,426) was formerly an associate at the law firm of Oppenheimer Wolff & Donnelly, and was included as an associate for Customer Number 29,838. Before leaving the firm, the interactions between Mr. Edwards and Mr. Bowman-Amuah were recorded in documents in the law firm files now being handled by the undersigned. The law firm files indicate that the interactions in which Mr. Edwards attempted to get Mr. Bowman-Amuah to sign the declaration and assignment were as follows:

- a. On November 27, 2002, the parent of the present patent application (Serial No. 10/307,120) was filed without a signed declaration.
- b. On January 15, 2003, Mr. Bowman-Amuah was sent a declaration and an assignment requiring his signature.
- c. On 21 April 2003, Mr. Bowman-Amuah was sent an email message inquiring as to when the declaration and assignment documents would be executed for submission to the Patent Office. Our law firm received no response.
- d. On 7 May 2003, Mr. Bowman-Amuah was sent another declaration and assignment requiring his signature.
- e. After failed attempts to contact Mr. Bowman-Amuah via telephone and email during the month of July 2003, Mr. Bowman-Amuah's supervisor at Accenture LLP, Andre Hughes, agreed to contact Mr. Bowman-Amuah and attempt to obtain his signatures on the declaration and assignment. Andre Hughes, reached Mr. Bowman-Amuah and relayed to Mr. Edwards that he would sign the requested documents.
- f. On 6 August 2003, Mr. Edwards forwarded to Andre Hughes the declaration and assignment for Mr. Bowman-Amuah's signature.

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- g. On 12 August, Mr. Edwards reached Mr. Bowman-Amuah and discussed the required signatures. Mr. Bowman-Amuah stated that he was very busy and unavailable, however, he agreed to execute the documents requested. Mr. Edwards sent Mr. Bowman-Amuah a declaration and assignment for his execution for the above-identified application's parent (Serial No. 10/307,120) as well as a declaration and assignment for related applications, Serial Nos. 10/306,979 and 10/307,142.
- h. On 20 August 2003, Mr. Edwards only received signed declarations for application Serial Nos. 10/306,979 and 10/307,142, but no signed declaration or assignment for the above-identified application's parent application (Serial No. 10/307,120).
- i. On 22 August 2003, having not received the remaining requested signatures from Mr. Bowman-Amuah, Mr. Edwards contacted supervisor Andre Hughes regarding the matter. Andre Hughes stated that Mr. Bowman-Amuah was on an extended leave of absence and very difficult to reach.
- j. On 25 August 2003, the present application Serial No. 10/647,411 (a continuation of the parent application identified above) was filed due to the inability to properly reply to a Notice of Missing Parts with Mr. Bowman-Amuah's signature on a declaration and assignment.
- k. In early September 2003, Mr. Edwards left at least one voicemail and at least one email message with Mr. Bowman-Amuah and Andre Hughes regarding signatures for a declaration and assignment for the present application.
- l. In late September 2003, during a telephone conversation Andre Hughes told Mr. Edwards that Mr. Bowman-Amuah was out of the country for an extended period and that he did not know how to reach Mr. Bowman-Amuah, nor when he would return.
- m. Mr. Bowman-Amuah is an employee of Accenture LLP. As a condition of his employment, all intellectual property developed by Mr. Bowman-Amuah through and during the course of his employment with Accenture LLP is to be transferred to Accenture Global Services GmbH and Mr. Bowman-Amuah is to cooperate with Accenture Global Services GmbH in obtaining such intellectual

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property rights. (Attached is a copy of an employment agreement signed by Mr. Bowman-Amuah that shows this requirement). Mr. Bowman-Amuah has previously signed Declarations and Assignments to Accenture Global Services GmbH for patent applications for which he was an inventor during his course of employment at Accenture LLP.

- n. The filing of this application was necessary to preserve the patent rights of Accenture Global Services GmbH. A signed declaration needs to be submitted or else the application will be abandoned. The granting of this petition is necessary to preserve the rights of the Applicant and Assignee and to prevent irreparable damage to both parties.
- o. Due to the unavailability of Mr. Bowman-Amuah, Mr. Wayne Sobon, an authorized agent of Accenture Global Services GmbH, has signed the declaration on behalf of Mr. Bowman-Amuah pursuant 37 C.F.R. § 1.47(b)(A). Additionally Mr. Wayne Sobon has signed the assignment on behalf of Mr. Bowman-Amuah pursuant 37 C.F.R. § 1.47(b)(E).

3. Requirement under MPEP 409.03(e)

All prior correspondence with the inventor has been via email and phone. The last email address to which we corresponded with the inventor, Michel K. Bowman-Amuah, is:
michel.k.bowman-amuah@accenture.com

His last known address, phone numbers, and email address are:

Address: 6426 Peak Vista Circle, Colorado Springs, CO 80918
Office Phone: (720) 359-6500
Email: michel.k.bowman-amuah@accenture.com

4. Citizenship

It is the belief of the undersigned that Michel K. Bowman-Amuah is a citizen of the United States.

5. Requirement under 37 CFR 1.47(b)

The Commissioner is authorized to charge any fees, including the petition fee or fees for any extension of time, to Deposit Account No. 50-1901 (Docket 060021-376302).


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Conclusion

Based on the above information, it is respectfully requested that this Petition under 37 C.F.R. 1.47(b) be granted.

Respectfully submitted,



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Attorney for Assignee
Customer Number 29,838

Date: June 21, 2004

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OPPENHEIMER: 2131338 v01 06/21/2004

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05/04/98
Michel Bowman

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 - If you leave the firm, for eighteen months after release or resignation, you agree not to perform professional services (of the type you provided) for any client of the firm on which you worked during the eighteen months prior to release or resignation. This does not prohibit you from accepting employment with a client.
 - For eighteen months after you leave the firm, you agree not to solicit (to perform professional services of the type you provided) any client of the firm's office(s) to which you were assigned during the eighteen months preceding release or resignation.
 - You agree not to solicit away from the firm any of its professional personnel for eighteen months after release or resignation.
- Upon your release or resignation, you agree not to release, retain, copy, or utilize any confidential, privileged, or proprietary information or property of the firm or its clients. All discoveries, inventions, or techniques developed in the course of your employment belong to the firm and will be disclosed and assigned to it by you.

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It is not our intent to limit your ability to pursue your professional career if you leave the firm.
The provisions above relate to preserving our people and our clients.

Please sign and return the attached acknowledgment copy. This will serve as your official acceptance of our offer and confirm you have read, understood, and will comply with these conditions in consideration of your employment and periodic performance and salary reviews.

Acknowledged:

MRS. Brown
Signature

5/6/98
Date